

# TERMS & CONDITIONS

These terms and conditions together with the documents referred to in them tell you the basis on which we will supply to you our goods (“Goods”). Please read these terms carefully before ordering any Goods. By ordering any of the Goods, you agree to be bound by these terms.

**IN PARTICULAR WE DRAW YOUR ATTENTION TO CLAUSE 16 BELOW WHERE WE LIMIT OUR LIABILITY TO YOU.**

## 1 INFORMATION ABOUT US

1.1 The Goods are provided by Miku Agencies (London) Ltd (“we/us/our”).

1.2 Our company number is 1286482 and our VAT registration is 228 5322 69. Our address is: Unit 3, 86 Goodhall Street, London NW10 6TS

## 2 YOUR STATUS

2.1 You acknowledge that:

2.1.1 Clause 5 does not apply unless you are purchasing Goods from our Ebay webshop as a consumer (in other words, other than in the course of a business, trade or profession) (“**Consumer**”);

2.1.2 Clauses 11.2 to 11.3 and 12.6 to 12.8 (inclusive) do not apply unless you are purchasing Goods and Services in the course of a business, trade or profession (“**Business Customer**”); and

2.1.3 Clause 11.4 does not apply unless you are purchasing Goods and Services as a Consumer (in other words, other than in the course of a business, trade or profession) (“**Consumer**”);

**2.2 By placing an order with us, you warrant that:**

2.2.1 You are legally capable of entering into binding contracts;

2.2.2 If you are a Consumer, you are at least 18 years old;

2.2.3 The information you provide to us during the process of placing an order for Goods is accurate, complete and not misleading.

## 3 APPLICATION

3.1 These terms and conditions apply to all sales of Goods provided by us to you.

3.2 If you are purchasing Goods via our Ebay webshop, Subject to clause 5, no contract for the supply of Goods (“**Contract**”) will come into existence until we despatch the Goods,

send you an email confirming that your Goods have been despatched or start performing the Services (whichever is the earlier).

3.3 If you purchase Goods by any means other than via our Ebay webshop, the Contract will not come into existence until either your order (however given) is accepted by the earliest of our written acknowledgement of order or delivery of the Goods.

3.4 Each order for Goods by you to us will be deemed to be an offer by you to purchase Goods subject to these terms. Each order placed by you to us for Goods and accepted by us will constitute a separate contract.

3.5 You must ensure that the terms of your order and any applicable specification are complete and accurate.

3.6 These terms will be incorporated in the Contract to the exclusion of all other terms and conditions. They supersede all prior dealings, negotiations, representations or agreements between us in respect of the subject-matter of the Contract whether written or oral.

3.7 No variation or amendment of this Contract will be valid unless in writing and signed by you and our authorised representative.

#### **4 GOODS AND SERVICES**

4.1 All brochures, specifications, drawings, catalogues, particulars, shapes, descriptions and illustrations, application guides and information, price lists and other advertising matter are intended only to present a general idea of the Goods described in them.

4.2 We reserve the right to deliver Goods of a modified design provided that any difference does not make the Goods unsuitable for any purpose you have made known to us.

4.3 The Goods will conform in all material respects to any sample provided to and accepted by us. The Goods will conform in all material respects with any specification provided to and accepted by us. We reserve the right to amend any design or specification without prior notification provided that it does not adversely affect the performance of the Goods.

4.4 All Goods supplied by us are subject to availability. We reserve the right in the event that we cannot supply you with the Goods that you have ordered, to supply you with substitute goods of equivalent or matching quality. In the event that you do not accept such substitute goods, we shall arrange and be responsible for the cost of collecting such substituted goods from you; subject to the goods being in the condition as provided at clause 5.3.2 and 14.1.3.

4.5 We retain all copyright and title to all documentation relating to Goods delivered to you by us. This documentation may only be used for the purposes intended in the Contract and not for any other purpose without our permission. It must be returned on demand.

4.6 Technical specifications are approximations unless specifically stated otherwise.

4.7 You will not remove, alter, deface, obfuscate or tamper with any of the trade marks, names or numbers affixed to or marked on the Goods nor allow anyone else to do so.

4.8 If the Goods are manufactured in accordance with any design or specification provided or made by you, you will compensate us in full on demand for all claims, expenses and liabilities of any nature in connection with them, including any claim, whether actual or alleged, that the design or specification infringes the rights of any third party.

4.9 We prohibit the audio or video recording of on-site professional or technical Services, or training and consultancy without the prior written consent of us.

## **5 CONSUMER RIGHTS**

**Clause 5 only applies if you are a Consumer AND purchasing Goods from our Ebay webshop.**

5.1 In accordance with the Distance Selling Regulations 2000 you may cancel a Contract at any time within 7 working days, beginning on the day after you receive the Goods (the “Cooling off Period”). If you want to cancel the Contract within this Cooling-Off Period a refund, (or if you require an exchange or replacement) will be provided in accordance with our refunds policy at clause 14 and clause 5.3 below. Without prejudice to clause 14.1.3 and clause 14.3, we also extend your entitlement to a refund if your notification (as per clause 5.3) is provided within 21 days after the Cooling-Off Period has lapsed, otherwise in the event that notification is given after the expiry of this time period, then save as where Goods are defective we reserve the right to issue only an exchange or replacement.

5.2 The right of cancellation at clause 5.1 does not apply to any Goods personalised or made to your specification.

### **5.3 To cancel a Contract, you must:**

5.3.1 Inform us in writing;

5.3.2 Return the Goods to us, in the same condition in which you received them with the original packaging and the product documentation, and at your own cost and risk. The Goods must not have been used and, where applicable, must not have been removed from the sealed clear packaging. This includes electrical items, which are supplied in sealed clear packaging; and

5.3.3 Provide proof of purchase in the form of our invoice for the original supply of such Goods. If in the event an invoice is unavailable, a bank or credit card statement may suffice at our sole discretion.

5.4 Nothing in this clause affects your statutory rights.

## **6 PRICES**

6.1 Subject to clause 6.2, the prices of the Goods may be altered at any time prior to or at time of despatch without notification to take into account any increase in our costs (including but not limited to the cost of materials, labour, transport or other overheads, any tax, duty or variation in exchange rates).

**6.2 For Goods purchased via our Ebay webshop, the price you pay is the price displayed at the time we receive your order apart from the following exceptions:**

6.2.1 For Goods reserved via any other reservation service the price you pay is the price on the day of collection/dispatch.

6.4 With the exception of our listings on our Ebay Webshop (which are shown inclusive of VAT), we may list prices as both inclusive and exclusive of VAT. All prices are exclusive of any other sales tax or duty that may be applicable which will be payable in addition to the price unless otherwise stated.

6.5 Unless otherwise specified, if you are a Business Customer, prices quoted include delivery to destinations in the United Kingdom and we will select the mode of transport. The entire cost of any other mode of transport which you may specify will be borne by you, as will delivery to locations outside of the United Kingdom. If you are a Consumer, the delivery costs will be quoted at the time you place your order for Goods.

6.6 In case of small orders we will be entitled to make a minimum order charge or to add a surcharge for delivery, details of which will be provided to you at the time of order acknowledgement.

6.7 No allowance will be credited for Goods collected from our premises by you rather than delivered by us.

## **7 QUOTATIONS**

7.1 Unless otherwise stated quotations are valid only for 30 days from their date of publication.

7.2 The exception to clause 7.1 is where prices of the Goods have to be altered prior to or at time of despatch without notification to take into account any increase in our costs (including but not limited to the cost of materials, labour, transport or other overheads, any tax, duty or variation in exchange rates).

## **8 PAYMENT**

8.1 If you hold a credit account with us, payment of invoices will be made in full to us without deductions or set-off in accordance with the payment terms notified by us to you or if no such terms are advised, not later than the 20th day of the following month after the invoice date. You guarantee your creditworthiness in placing an order. If after confirmation of the order by us, doubts arise as to your creditworthiness, then all payments will become due immediately unless adequate security can be offered by you.

8.2 Where you do not hold a credit account with us, payment of invoices will be made in full to us without deductions when order is placed or on delivery.

8.3 We reserve the right to charge a surcharge if you elect to pay us by Paypal.

8.4 Without prejudice to any other rights that we may have (including the right to suspend any further deliveries), if you fail to pay the invoice price by the due date we may charge you

interest on any overdue amount from the date of which payment was due to that on which it is made (whether before or after judgment) on a daily basis in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and reimburse to us all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

8.5 All cheques provided to us by customers who do not hold a credit account with us are approved for acceptance by our appointed agents. In the event of a cheque not clearing by our bank and being represented or returned to the drawer, our appointed agents shall contact you and will charge a fee of a minimum of £75 for each cheque so returned to cover bank charges and administration costs. Our agents may apply additional charges and/or vary their charges from time to time and any charges applied will have to be paid by you. For all cheques provided to us by customers with credit accounts, which when cashed by us, are not cleared by our bank and are being represented or returned to the drawer, we shall charge £25 for each cheque so returned to cover our bank and administration charges. To avoid the aforementioned charges we advise that you have the sufficient and cleared funds in your account when making any payment to us.

## **9 DELIVERY**

9.1 The Goods are delivered to you when we make them available to you at a delivery point agreed by us.

9.2 Time of delivery will not be of the essence and any delivery date is an estimate only. We will use all reasonable endeavours to avoid late deliveries.

9.3 The quantity of any consignment of Goods as recorded by us upon despatch from our place of business will be conclusive evidence of the quantity received by you on delivery unless you can provide conclusive evidence proving the contrary.

9.4 Our liability for non-delivery of the Goods will be limited to, at our discretion, replacing the Goods within a reasonable time, issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods or a refund of the purchase price paid.

9.5 Any claim that any Goods have been delivered damaged or do not materially comply with their description will be notified by you to us and (where appropriate, to the carrier) within 7 days of their delivery. Provided that you return such Goods to us in accordance with clause 14, we will at our sole discretion replace such Goods, issue you with a credit note for the price of such Goods or refund the price paid for such Goods. The provisions of this clause 9.5 set out your sole remedy in such circumstances.

9.6 Any claim that any Goods have not been delivered to you by us or our appointed carriers where we claim we have delivered the same to you, or left the Goods in a safe place or delivered the Goods to your neighbour and/or our appointed carriers have obtained a signature for the delivery of the Goods (from any of the above (where applicable), such claim must be notified by you to us within 7 days of their expected delivery. We shall then liaise with our carrier and we may require copies of two forms of personal identification documents from you (such as passport, driving licence, bank card etc) or any third party. Once we have reviewed all documentary evidence and statements from the relevant drivers we shall then come back to you within a reasonable timescale of our decision (to replace such Goods, issue you with a credit note for the price of such Goods, refund the price paid for such Goods or to

not provide any of the aforementioned) which shall be final and binding. The provisions of this clause 9.6 set out your sole remedy in such circumstances.

9.7 We may at our discretion deliver the Goods by instalments in any sequence. Where the Goods are delivered by instalments, no default or failure by us in respect of any one or more instalments will vitiate the Contract in respect of the Goods previously delivered or undelivered Goods.

9.8 If you fail to take delivery of the Goods at the time agreed for delivery then we will be entitled to cancel or suspend such delivery and all other outstanding deliveries and to charge you for the loss suffered.

## **10 UNLOADING**

10.1 It is your responsibility to provide the means for unloading Goods on delivery unless agreed by us in writing otherwise. We will inform you in advance if any special means will be required to unload the Goods at your premises.

## **11 STORAGE AND DISPOSAL**

11.1 If you fail to take delivery of the Goods when they are ready for delivery we may, at our option, either store them ourselves or have them stored by third parties on such terms as we may in our own discretion think fit. In any event the cost of storage will be borne by you.

**Clauses 11.2 to 11.3 do not apply unless you are purchasing Goods and Services as a Business Customer**

### **11.2 You shall:**

11.2.1 be responsible for the collection, treatment, recovery and environmentally sound disposal of all waste electrical and electronic equipment (“WEEE”) as defined in the Waste Electrical and Electronic Equipment Regulations 2006 (“WEEE Regulations”) as arising or deriving from the Goods; and

11.2.2 comply with all additional obligations placed upon you by the WEEE Regulations by virtue of you accepting the responsibility set out in clause 11.2.1.

11.3 You shall be responsible for all costs and expenses arising from and relating to your obligations in clause 11.2.

### **Clause 11.4 does not apply unless you are purchasing Goods as a Consumer**

11.4 Where you are buying replacement electrical and electronic equipment (“Replacement EEE”) as a Consumer we have certain obligations under the WEEE Regulations to take back WEEE without charge. You can return WEEE to us in accordance with the provisions below where you are buying Replacement EEE as a Consumer:

11.4.1 where you are purchasing Goods online you must return your old item to us at Miku Agencies (London) Ltd, Unit 3, 86 Goodhall Street, London NW10 6TS. All returns are to be at your cost and are to be made within 28 days of purchase of the Replacement EEE; and

11.4.2 where Goods are purchased from our warehouse, you must return your old item to that same warehouse at your cost. All returns are to be made within 28 days of purchase of the Replacement EEE.

11.5 Our obligations to take back WEEE only apply to household users of electrical items. If you are a Business Customer you will need to find a local collector or waste company to dispose of your waste.

11.6 Further information on the environmental impact of WEEE and the WEEE Regulations can be found at <http://www.environment-agency.gov.uk/business/regulation/31975.aspx>

## **12 RISK AND TITLE**

12.1 Risk in the Goods passes when they are delivered to you.

12.2 You will insure the Goods against theft or any damage howsoever caused until their price has been paid in full.

12.3 For the purpose of section 13 of the Sale of Goods Act 1979 we will transfer only such title or rights in respect of the Goods as we have and if the Goods are purchased from a third party will transfer only such title or rights as that party had and has transferred to us.

12.4 Notwithstanding clause 12.3, passing of title in the Goods will remain with us and will not pass to you until the amount due under the invoice for them or any other outstanding invoice from us to you (including interest and costs) has been paid in full.

12.5 We may maintain an action for the price of any Goods notwithstanding that title in them has not passed to you.

### **Clauses 12.6 to 12.8 only apply if you are a Business Customer**

#### **12.6 Until ownership of the Goods has passed to you, you must:**

12.6.1 Hold the Goods on a fiduciary basis as our bailee;

12.6.2 Store the Goods (at no cost to us) separately from all other products belonging to you or any third party in such a way that they remain readily identifiable as our property;

12.6.3 Not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;

12.6.4 Maintain the Goods in satisfactory condition and keep them insured on our behalf for their full price against all risks to our reasonable satisfaction. On request you will produce the policy of insurance to us; and

12.6.5 Hold the proceeds of the insurance referred to in clause 12.6.4 on trust for us and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

#### **12.7 You may resell the Goods before ownership has passed to you solely on the following basis:**

12.7.1 Any sale will be effected in the ordinary course of your business at full market value; and

12.7.2 Any such sale will be a sale of our property on your own behalf and you will deal as principal when making such a sale.

12.8 Your right to possession of the Goods will terminate immediately if:

12.8.1 You (being an individual) have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of your undertaking or any part thereof, or a resolution is passed or a petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency in any jurisdiction; or

12.8.2 You suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you, or fail to observe/perform any of your obligations under the Contract or any other contract between us and you, or are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you cease to trade; or

12.8.3 You encumber or in any way charge any of the Goods; or

12.8.4 Anything analogous to the foregoing occurs in any other jurisdiction; and

12.9 In the event that any of the provisions contained within clause 12.8 become applicable to you, we may at any time (and you authorise the same) enter any of your premises or of any third party where the relevant Goods are stored to recover and take possession of the Goods.

## 13 WARRANTY

13.1 Each of the Goods are supplied with the benefit of a warranty given by the Goods' manufacturers (details of which will be provided to you with the Goods or otherwise on request ("**the Warranty**")) provided that you comply with the conditions set out in clause 13.2 as well as any provided with the Warranty ("**Warranty Conditions**").

13.2 If Goods become faulty during the period of the Warranty for reasons unconnected with your acts, omissions or misuse of the Goods, you must notify us in writing and/or by completing a warranty claim form (including a description of the fault) and return such Goods to us. Such Goods shall be returned to the manufacturer for review and testing. Based on the manufacturers' opinion and further subject to clause 13.5 and 13.6, we will repair, (or at our sole option) replace such Goods with the same or superior Goods, subject to availability, without charge or not provide any of the aforementioned. The manufacturer's opinion shall be final and binding and we shall have no further liability to you. If Goods become faulty after expiry of the Warranty, and you request that we replace or repair such Goods, then we shall charge our then standard list price for such repair or replacement.



13.3 Your sole remedy in respect of a failure of the Goods to comply with the Warranty is as set out in the Warranty Conditions.

13.4 We will be afforded reasonable opportunity and facilities to investigate any claims made under the Warranty and you will if so requested in writing by us promptly return any Goods the subject of any claim and any packing materials securely packed and carriage paid to us for examination.

13.5 We will have no liability with regard to any claim in respect of which you have not complied with the claims procedures in the Warranty Conditions.

13.6 The above warranty is given by us subject to us having no liability in respect of any defect arising from wear and tear, wilful damage, negligence, tampering of the Goods, incorrect fitting of the Goods by you and/or a third party, abnormal working conditions, failure to follow our and/or the Goods' manufacturers' instructions (whether oral or in writing), misuse or alteration or repair of the Goods without our approval.

## **14 REFUNDS POLICY**

### **14.1 When you return Goods to us:**

14.1.1 Because you cancelled the Contract in accordance with clause 5 (Consumer Rights), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case we will refund the price of the Goods to be returned in full, including the cost of sending the Goods to you. However, save as to clause 5.4, you will be responsible for the cost of returning the Goods to us;

14.1.2 Which are incorrectly supplied and/or are returned as new in their original packaging, these items shall be refunded, exchanged or replaced if they are returned within 30 days of date of purchase of the Goods and proof of purchase (as provided at clause 5.3.3) is supplied; and

14.1.3 For any other reason, we will examine the returned Goods and will either notify you in writing or via e-mail within a reasonable time of the refund (if any at all) to which you are entitled. We will usually process the refund due to you as soon as possible thereafter. For any entitlement of a refund to be due to you, the returned Goods must be in the same condition in which you received them with the original packaging and the product documentation. The Goods must not have been used (such as any smell of without limitation fuel, toxins or rubber shall invalidate any refund due to you) and, where applicable, must not have been removed from the sealed clear packaging. This includes electrical items, which are supplied in sealed clear packaging. Goods returned to us because they fail to comply with the Warranty will be refunded in accordance with the provisions of the Warranty Conditions

14.2 "Special Order" means any Goods that are not held in stock by us (a non-stock item) and are therefore ordered and/or manufactured specifically as per your request. Payment in full is required for such Special Orders at the time the Special Order is placed with us. Special Orders are non-refundable except at our sole discretion or if the Contract is cancelled within the Cooling-Off Period as provided at clause 5.1. We reserve the right to apply a restocking fee of 25% of the price of the Special Order, which shall be deducted from any refund due to you.

14.3 We will normally refund any money received from you using the same method originally used by you to pay for your purchase

## **15 EXCHANGE UNIT SURCHARGES**

15.1 Where service exchange units are purchased, you will be invoiced with a sum referred to as a “surcharge” which is in respect of the old unit that you may return to us. If the old unit is returned within 7 days from the delivery date a credit note will be issued by us in respect of the “surcharge” provided that the old unit is identical to the unit purchased, is returned in the same manufacturer’s box it was supplied in, and in a condition in our sole discretion that enables it to be re-manufactured.

## **16 LIMITATION OF LIABILITY**

16.1 Subject to the provisions of these terms, the following provisions set out the entire financial liability of us (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:

16.1.1 Any breach of these terms; and

16.1.2 Any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

16.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979 (as amended)) are, to the fullest extent permitted by law, excluded from the Contract.

16.3 Nothing in these terms excludes or limits our liability:

16.3.1 For death or personal injury caused by our negligence;

16.3.2 Under section 2(3) of the Consumer Protection Act 1987;

16.3.3 For fraud or for fraudulent misrepresentation; or

16.3.4 For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

**16.4 Subject to clause 16.3, we will not be liable to you for:**

16.4.1 Any indirect or consequential, special or punitive loss, damage, costs or expenses;

16.4.2 Loss of profit;

16.4.3 Loss of business;

16.4.4 Loss of income or revenue;

16.4.5 Loss or corruption of or damage to data;

16.4.6 Waste of management or office time; or

16.4.7 Depletion of goodwill.

16.5 Subject to clause 16.3, our total liability to you under or connected with these terms will not exceed 125% (one hundred and twenty five per cent) of the price payable for the Goods for any one event or series of connected events.

## **17 TERMINATION AND SUSPENSION**

17.1 We may at our discretion suspend or terminate the supply of any Goods or Services if you fail to make any payment when and as due or otherwise defaults in any of your obligations under the Contract or any other agreement with us or if any of the events set out in clause 12.8 occur.

17.2 On the termination of the Contract for any reason:

17.2.1 we will not be obliged to supply any Goods and Services ordered by you unless already paid for; and

17.2.2 All payments payable to us under the Contract will become due immediately upon termination of this Contract despite any other provision.

17.3 The termination of this Contract will not affect the respective rights and liabilities of each of the parties thereto which accrued prior to such termination nor any provisions which either expressly or impliedly are to remain in operation after termination.

17.4 Orders accepted by us are cancellable only at our discretion and we may charge for all work carried out or expenses incurred in relation to the order before our acceptance of cancellation.

## **18 FORCE MAJEURE**

18.1 We will not be liable for any failure in the performance of any of our obligations under the Contract caused by factors outside our control.

## **19 LAW AND JURISDICTION**

19.1 This Contract will be governed by English law and you consent to the non-exclusive jurisdiction of the English courts in all matters regarding it.

## **20 NOTICES**

20.1 Any notice given under this Contract will be in writing and may be served personally, by registered or recorded delivery mail, by facsimile transmission (the latter confirmed by post), by email (evidence confirming the same by post) or by any other means which any party specifies by notice to the other.

20.2 **Each party's address for the service of notice will be:**

20.2.1 Us - the address specified in clause 1.2 or such other address and facsimile number as we specify by notice to you; and

20.2.2 You – the address and facsimile number and email address given to us at the time an order is placed with us.

20.3 A notice will be deemed to have been served: if it was served in person, at the time of service, if it was served by post, 48 hours after it was posted, if it was served by facsimile transmission, at the time of transmission and if via email once it has been transmitted.

## **21 GENERAL**

21.1 Please note that we may record and monitor telephone conversations that we have with you. The sole purpose of any recording is for training and quality control purposes. Under the Data Protection Act 1998 any personal or confidential information disclosed shall not be made available to any third party (unless required by law to do so) or used for marketing purposes. Recorded conversations are deleted one month after the recording was made.

21.2 Each of our rights or remedies under the Contract is without prejudice to any other right or remedy that we may have whether under the Contract or not.

21.3 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it will to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision will continue in full force and effect.

21.4 Failure or delay by us in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of our rights under the Contract.

21.5 Any waiver by us of any breach of, or any default under, any provision of the Contract by you will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

21.6 Neither of us intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.